Request for Proposal # 0059951

For

Swimming Pool Maintenance Services

January 8, 2020

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Mary Seyler, Buyer Senior Phone: (540) 231-3813 e-mail: mseyler@vt.edu. See section XI for further details.

DUE DATE: Proposals will be received until February 3, 2020 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute and State University (Virginia Tech), Procurement Department (MC 0333) North End Center, Suite 2100, 300 Turner Street NW, Blacksburg, Virginia 24061. Reference the due date and hour, and RFP Number in the lower left corner of the return envelope or package.

Please note that USPS is delivered to a central location and is not delivered directly to Procurement. Allow extra time if sending proposal via USPS. It is the vendor’s responsibility to ensure proposals are received in the Procurement office at the appropriate date and time for consideration. Note that FedEx, UPS and other courier services deliver directly to the procurement office.

TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number: ___________. For assistance with SWaM certification, visit the SBSD website at http://sbsd.virginia.gov/ .

____ Large

____ Small business – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years. Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) certified women-owned and minority-owned business shall also be considered small business when they have received SBSD small business certification.

____ Women-owned business – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

____ Minority-owned business – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.
COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

<table>
<thead>
<tr>
<th>FULL LEGAL NAME (PRINT)</th>
<th>FEDERAL TAXPAYER NUMBER (ID#)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Company name as it appears with your Federal Taxpayer Number)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUSINESS NAME/DBA NAME/TA NAME</th>
<th>BILLING NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>(If different than the Full Legal Name)</td>
<td>(Company name as it appears on your invoice)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PURCHASE ORDER ADDRESS</th>
<th>PAYMENT ADDRESS</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CONTACT NAME/TITLE (PRINT)</th>
<th>E-MAIL ADDRESS</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>TELEPHONE NUMBER</th>
<th>TOLL FREE TELEPHONE NUMBER</th>
<th>FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS</th>
</tr>
</thead>
</table>

I acknowledge that I have received the following addendums posted for this solicitation.

1 _____ 2 _____ 3 _____ 4 _____ 5_____ 6_____ (Please check all that apply)

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, 2.2 – 3102 - 3112

YES____________ NO_____________

SIGNATURE _______________________________ Date: _________________________

08/15/2019
I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations for Swimming Pool Maintenance Services by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

III. CONTRACT PERIOD:

The term of this contract is for 1 year(s), or as negotiated. There will be an option for 4 one year renewals, or as negotiated.

IV. BACKGROUND:

Virginia Polytechnic Institute and State University (Virginia Tech) is located in Blacksburg, Virginia, approximately 40 miles southwest of Roanoke, Virginia, the major commercial hub of the area. In addition to the university’s main campus in Blacksburg, major off campus locations include twelve agriculture experiment research stations, the Marion duPont Scott Equine Medical Center and graduate centers in Roanoke and Fairfax, Virginia. Regularly scheduled air service is provided at the Roanoke Regional Airport.

Dedicated to its motto, Ut Prosim (That I May Serve), Virginia Tech takes a hands-on, engaging approach to education, preparing scholars to be leaders in their fields and communities. As the Commonwealth’s most comprehensive university and its leading research institution, Virginia Tech offers 240 undergraduate degree programs to more than 31,000 students and manages a research portfolio of nearly $513 million. The university fulfills its land-grant mission of transforming knowledge to practice through technological leadership and by fueling economic growth and job creation locally, regionally, and across Virginia.

The Virginia Tech Recreational Sports Department manages the following pools:

A. War Memorial Hall Pool

The aquatic facility at War Memorial Hall is an eight lane, 25 yard swimming pool with a diving well and movable bulkhead. In the shallow portion of the lap pool, the water is approximately four feet deep at each of the ends gradually sloping to approximately six and a half feet deep in the middle of the lap pool. The movable bulkhead divides the lap lanes from the diving well. The diving well has a four feet deep shelf which slopes down to fourteen feet in the deepest part of the diving well. The diving tower consists of two one meter springboards and one three meter springboard.

The War Memorial Hall Pool was built in 1971 and the bulkhead was replaced in December of 1996. The entire pool was renovated in 2001. The deck of the entire pool area was replaced in 2014 when the diving towers were removed.
The Ware Memorial Hall pool operates with three sand filters and has an automated liquid chemical and fill system. The filter room is located in the basement of the building and has restricted access through the pool area and an elevator. There are three viewing windows in the side of the pool which are located in the filter room corridor.

B. McComas Hall Pool

The McComas Hall Pool was built in 1998. The aquatic facility is an eight lane 25 yard lap pool. The depth at the starting end is approximately four feet and gradually slopes to approximately six and a half feet at the far end. The pool has a zero entry ramp on one side.

The entire pool is composed of epoxy flooring. The filter room is located off of the pool deck. The pool operates off of high pressure sand filter tanks and has a chlorination pulsar system.

V. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are, therefore, requesting that your firm register as a vendor within the eVA system.

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm and register both with eVA and Ariba. This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: http://www.eva.virginia.gov, or call 866-289-7367 or 804-371-2525.

VI. CONTRACT PARTICIPATION:

It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.
Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Please refer to Attachment B, Zone Map, if the offeror wishes to submit separate pricing structure based on approved zones for cooperative institutions. Refer to Attachment B for the approved Zone Map. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

The Virginia Tech Recreational Sports Department manages the 2 pools. Information about each is as follows:

A. **War Memorial Hall Pool**

The aquatic facility at War Memorial Hall is an eight lane, 25 yard swimming pool with a diving well and movable bulkhead. In the shallow portion of the lap pool, the water is approximately four feet deep at each of the ends gradually sloping to approximately six and a half feet deep in the middle of the lap pool. The movable bulkhead divides the lap lanes from the diving well. The diving well has a four feet deep shelf which slopes down to fourteen feet in the deepest part of the diving well. The diving tower consists of two one meter springboards and one three meter springboard.

The War Memorial Hall Pool was built in 1971 and the bulkhead was replaced in December of 1996. The entire pool was renovated in 2001. The deck of the entire pool area was replaced in 2014 when the diving towers were removed.

The pool operates with three sand filters and has an automated liquid chemical and fill system. The filter room is located in the basement of the building and has restricted access through the pool area and an elevator. There are three viewing windows in the side of the pool which are located in the filter room corridor.

B. **McComas Hall Pool**

The McComas Hall Pool was built in 1998. The aquatic facility is an eight lane 25 yard lap pool. The depth at the starting end is approximately four feet and gradually slopes to approximately six and a half feet at the far end. The pool has a zero entry ramp on one side.

The entire pool is composed of epoxy flooring. The filter room is located off of the pool deck. The pool operates off of high pressure sand filter tanks and has a chlorination pulsar system.
VII. STATEMENT OF NEEDS:

A. Virginia Tech requires regularly scheduled swimming pool maintenance service. The contractor shall provide all labor, tools, equipment, transportation, materials and all incidentals required and/or implied for the complete and satisfactory performance of daily and scheduled swimming pool maintenance service. The swimming pool maintenance service shall include the following:

1. Chemically treat pool to maintain a sanitary condition and balancing the pool water as outlined per the Code of Virginia, Section 32.1-248.1 and the Virginia Department of Health, Section 12VAC 5-462.280. Due to environmental and safety practices, there is a limited amount of chemical storage space in the pump rooms for each pool. The amount and type of chemicals stored at each pool must be coordinated and approved by Virginia Tech prior to storage of any chemicals at these locations.

2. Maintain the efficiency of pool filters.

3. Perform and record the required bacteriological tests according to state and local regulations.

4. Maintain a daily pool log with records of chemicals used, water tests and maintenance activities.

5. Vacuum the pools monthly or as requested by Virginia Tech.

6. Clean the pool guttering system as requested by Virginia Tech.

7. Take immediate action to correct any condition that can be dangerous to the health and safety of the users.

8. Replace, repair and report any broken or hazardous condition or equipment.

9. Inspect and conduct preventative maintenance on sodium lines weekly (or more often as conditions dictate).

10. Brush the pool walls and floor as requested by Virginia Tech to eliminate black algae and other foreign substances.

11. Check all operating equipment daily to insure proper operation and report any discrepancies to the Virginia Tech Recreational Sports Department.

12. Post daily water quality test results and maintain a log of these water quality test results at the Virginia Tech Recreational Sports Department as per the Code of Virginia Section 32.1-248 and the Virginia Department of Health, Section 12VAC 5-462.280.

13. Contractor will be requested to provide an annual draining (rotating pools annually) and maintenance over University break periods. Swimming pool repairs shall be coordinated with the Virginia Tech Facilities Department.

14. Contractor must check in daily when requested by Virginia Tech when there are aquatic events with large participation numbers. Work may include nights, weekends or holiday periods.

15. Contractor may be requested by Virginia Tech to use scuba gear to check and clean drains and make underwater repairs between scheduled draining.
B. Water Quality Standards:

1. Free chlorine and bromine residuals and pH values and temperature shall be continuously maintained within the following ranges:

<table>
<thead>
<tr>
<th>Free Residual Disinfectant</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chlorine</td>
<td>1.0ppm</td>
<td>3.0ppm</td>
</tr>
<tr>
<td>Bromine</td>
<td>2.0ppm</td>
<td>4.0ppm</td>
</tr>
<tr>
<td>PH</td>
<td>7.2</td>
<td>7.8</td>
</tr>
<tr>
<td>Temperature</td>
<td>80°F</td>
<td>85°F</td>
</tr>
</tbody>
</table>

C. Contractors Qualifications

1. The contractor shall have sufficient personnel resources, including a supervisory professional to successfully provide the scope of service described herein.

2. The contractor shall have at least five years of experience with indoor swimming facilities, current NSPF Certified Pool Operator’s permit, electrician on staff, experience in performing inspections, tests, maintenance and repairs on equipment of similar scope and magnitude described herein.

3. The contractor shall have an understanding of and experience with all applicable code related requirements and reporting documentation for all work described herein.

4. The contractor’s personnel shall be experienced technicians, properly trained and qualified to perform the required services, testing, maintenance, repair and installation on the types of pools and equipment included in this solicitation. The personnel shall have a thorough knowledge of standard practices, materials, code and the ability to efficiently use the tools, equipment and materials of the trade. The personnel shall be uniformed with a visible picture ID while on campus.

5. The contractor shall provide personnel with the necessary training and equipment to meet federal, state and local regulations for pool maintenance and chemical application.

D. Service Requirements

1. Testing and maintenance services shall be provided on a regularly scheduled basis and performed in strict accordance with all applicable codes, regulations and standards.

2. Virginia Tech reserves the right to bid separately any repairs, modifications and/or equipment replacement.

3. A quick response to emergency repair calls is of the utmost importance. The contractor should be able to have qualified personnel on the job at the work site within one hour from the time the call for emergency repair service is received by the contractor. Contractors must also provide proper safety equipment to handle gas leaks and chemical spills.

4. In the event that a repair is required, the contractor shall provide a written estimate of the cost of repair services to Virginia Tech. The contractor shall obtain prior written authorization by Virginia Tech to proceed with the repair. Equipment repair services performed by the contractor without prior written authorization will not be processed for payment. Equipment repairs performed by the contractor as a result of an emergency
repair call will not require prior written estimates. However, the Virginia Tech Recreational Sports Department must be notified of the cost prior to proceeding with the repair.

5. Virginia Tech will provide test kits for the measurement of all required chemistry parameters at each swimming pool location. The test kits will be capable of measuring the disinfectant residuals accurately to within 0.5ppm. Contractor must run extensive water analysis monthly or requested by Virginia Tech.

VIII. SITE VISIT:

Although not mandatory, a site visit to inspect the pools prior to submitting a proposal is highly recommended. To schedule a site visit, please contact. **Note that any questions resulting from a site visit MUST be submitted in writing to Mary Seyler in accordance with**

IX. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

1. **Quality of products and services Offered:** Provide detailed information about your company including years in business and services offered. Provide detailed information about any equipment used to provide services and reliability of transportation.

2. **Qualifications and experience:** Provide detailed information about service staff that will provide service including how long they’ve been employed by your company as well as any additional skills or certifications they hold for providing pool maintenance service. Provide 3 references from companies you provide swimming pool maintenance for. These should include similar sized pools. References should include contact names, phone numbers and/or email addresses.

3. **Specific Methodology to be used to provide service:** Please provide a plan for providing the services stated in section VII, Statement Of Needs. Be sure to include information about emergency response times and any other services you may offer that are not outlined in this RFP.

4. **Pricing:** Please provide labor rates for regular and emergency service as well as pricing for any parts, materials or supplies required to provide the services required. Labor rates should include any travel expenses.

5. **Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:**

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at [http://www.sbsd.virginia.gov/](http://www.sbsd.virginia.gov/)
6. The return of the General Information Form and addenda, if any, signed and filled out as required.

B. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

   a. **One (1) original** of the entire proposal, including all attachments. Any proprietary information should be clearly marked in accordance with 2.e. below.

   b. **One (1) electronic copy** in WORD format or searchable PDF (flash drive) of the entire proposal as one document, INCLUDING ALL ATTACHMENTS mailed along with the hard copy above. Any proprietary information should be clearly marked in accordance with 2.e. below.

   c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments with proprietary portions removed or blacked out. This copy should be clearly marked “Redacted Copy” on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor’s failure to exclude proprietary information from this redacted copy.

   Response shall be submitted to:

   Virginia Polytechnic Institute and State University (Virginia Tech)  
   Procurement Department (MC 0333)  
   North End Center, Suite 2100  
   300 Turner Street NW  
   Blacksburg, Virginia 24061

   **Reference the Due Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.**

   No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation:

   a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. **Mandatory requirements** are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

   b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

   c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of
the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.
X. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Quality of products/services offered and suitability for the intended purposes</td>
<td>25</td>
</tr>
<tr>
<td>2. Qualifications and experiences of Offeror in providing the goods/services</td>
<td>25</td>
</tr>
<tr>
<td>3. Specific plans or methodology to be used to provide the Services</td>
<td>20</td>
</tr>
<tr>
<td>4. Cost (or Price)</td>
<td>20</td>
</tr>
<tr>
<td>5. Participation of Small, Women-Owned and Minority (SWAM) Business</td>
<td>10</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated. See Attachment C for sample contract form.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

XI. INQUIRIES:

All inquiries concerning this solicitation should be submitted in writing via email, citing the particular RFP section and paragraph number. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 2PM on January 20, 2020. Inquiries must be submitted to the procurement officer identified in this solicitation.

XII. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to vtinvoices@vt.edu or by mail to:
XIII. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor net 30 days after service and receipt of vendor invoice.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program, please refer to Virginia Tech’s Procurement website: http://www.procurement.vt.edu/vendor/wellsone.html or contact the procurement officer identified in the RFP.

XIV. ADDENDUM:

Any ADDENDUM issued for this solicitation may be accessed at http://www.apps.vpfin.vt.edu/html.docs/bids.php. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XV. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror’s proposal being rejected.

XVI. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

XVII. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XVIII. CONTRACT ADMINISTRATION:

A. Lyncee Bowman, Aquatics Coordinator, Recreational Sports, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

B. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in
connection with the services. The Contract Administrator, or their designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

XIX. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B - Sample of Standard Contract Form
ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:
http://procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_07012019.pdf

ADDITIONAL TERMS AND CONDITIONS

A. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.

B. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.

C. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

D. CANCELLATION OF CONTRACT: Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

E. CONTRACT DOCUMENTS: The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

F. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: The signed bid or proposal should be returned in a separate envelope or package and identified as follows:

<table>
<thead>
<tr>
<th>From:</th>
<th>Name of Bidder or Offeror</th>
<th>Due Date</th>
<th>Time Due</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Street or Box No. | Solicitation Number
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| City, State, Zip Code | Solicitation Title
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name of Procurement Officer: _____________________________

The envelope should be addressed to:
The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Bids or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

G. NOTICES: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address

- **If to Contractor:** Address Shown On RFP Cover Page  
  Attention: Name Of Person Signing RFP

- **If to Virginia Tech:**
  
  Virginia Polytechnic Institute and State University (Virginia Tech)  
  Attn: Mary Seyler  
  Procurement Department (MC 0333)  
  North End Center, Suite 2100  
  300 Turner Street NW  
  Blacksburg, Virginia 24061

  and

  Virginia Polytechnic Institute and State University (Virginia Tech)  
  Attn: Lyncee Bowman  
  VA Tech Recreational Sports  
  895 Washington Street  
  142 McComas Hall  
  Blacksburg, Virginia 24061

H. SEVERAL LIABILITY: Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

I. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS: For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: [http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf](http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf)
SPECIAL TERMS AND CONDITIONS

1. **ADVERTISING**: In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

2. **CRIMINAL CONVICTION CHECKS**: All criminal conviction checks must be concluded prior to the Contractor’s employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check prior to re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. Virginia Tech reserves the right to audit a contractor’s background check process at any time. All employees have a duty to self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If at any time during the term of the contract Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee’s access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.

3. **INSURANCE**: By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

A. Worker’s Compensation - Statutory requirements and benefits.
B. Employers Liability - $100,000.00
C. General Liability - $2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor’s Liability, Owner’s and Contractor’s Protective Liability and Personal Injury Liability.
D. Automobile Liability - $500,000.00

E. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker’s Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

4. **LABELING OF HAZARDOUS SUBSTANCES**: If the items or products requested by this solicitation are "Hazardous Substances" as defined by the # 3.1-250 of the Code of Virginia (1950), as amended, or # 1261 of Title 15 of the United States Code, then the offeror/bidder, by submitting its Proposal/Bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the
offeror/bidder does not violate any of the prohibitions of # 3.1-252 of the Code of Virginia or Title 15 U.S.C. # 1263.

5. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the Proposal/Bid for each chemical and/or compound offered. Failure on the part of the offeror/bidder to submit such data sheets may be cause for declaring the Proposal/Bid as nonresponsive.

6. **PRICE ESCALATION/DEESCALATION:** Price adjustments for changes in the contractor's price of materials, labor and transportation may be permitted. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the effective date of the contract. Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

   The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor and transportation. Documentation shall be supplied with the contractor's request for increase which will (1) verify that the requested price increase is general in scope and not applicable just to Virginia Tech, and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. Failure by the contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase. The Virginia Tech Procurement Department may verify such change in price independently. The Virginia Tech Procurement Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Procurement Department determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Virginia Tech Procurement Department. The Virginia Tech Procurement Department will notify the contractor in writing of the effective date of any increase which is approved. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustments of the old contract prices.

   "Across the Board" price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech. The contractor is further advised that price decreases which affect the price of materials, labor, and transportation are required to be passed on to Virginia Tech immediately. Failure to do so will result in action to recoup such amounts.

7. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors, that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

8. **PROPOSAL/BID ACCEPTANCE PERIOD:** Any Proposal/Bid received in response to this solicitation shall be valid for (90) days. At the end of the (90) days the Proposal/Bid may be withdrawn at the written request of the offeror/bidder. If the Proposal/Bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

9. **RENEWAL OF CONTRACT:** This contract may be renewed by Virginia Tech for a period of 1 year only under the terms and conditions of the original contract except as stated in A, B, C, & D below. Price increases may be negotiated only at the time of renewal. Written notice of Virginia Tech's intention to renew shall be given (approximately 90 days) prior to the expiration date of each contract period.

   A. If Virginia Tech elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional year shall not exceed the contract prices of the original contract increased/decreased by no more than the percentage increase/decrease of the
category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

B. If during the first one-year renewal Virginia Tech elects to exercise the option to renew the contract for the second additional one-year period, the contract price(s) for the second additional one-year period shall not exceed the contract price(s) of the first one-year renewal period increased/decreased by no more than the percentage increase/decrease of the category of the CPI-W section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

C. If during the second one-year renewal Virginia Tech elects to exercise the option to renew the contract for the third additional one-year period, the contract price(s) for the third additional one-year period shall not exceed the contract price(s) of the second one-year renewal period increased/decreased by no more than the percentage increase/decrease of the category of the CPI-W section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

D. If during the third one-year renewal Virginia Tech elects to exercise the option to renew the contract for the fourth additional one-year period, the contract price(s) for the fourth additional one-year period shall not exceed the contract price(s) of the third one-year renewal period increased/decreased by no more than the percentage increase/decrease of the category of the CPI-W section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

10. SAFETY: The contractor bears sole responsibility for the safety of its employees. The contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech’s Environmental, Health and Safety Services (EHSS) website at this URL http://www.ehss.vt.edu/programs/contractor_safety.php. A copy of the publication may also be obtained by contacting EHSS at 540/231-5985. No work under this contract will be permitted until the university is assured that the contractor has an adequate safety program in effect.

11. SIDEWALK POLICY: Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.

12. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Virginia Tech the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

13. TURF POLICY: Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf
parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.

14. **WARRANTY (COMMERCIAL):** The contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Virginia Tech by any other clause of this solicitation. A copy of this warranty must be furnished with the Proposal/Bid.

15. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the contractor's expense.
ATTACHMENT B

SAMPLE CONTRACT FORM

Standard Contract form for reference only
Offerors do not need to fill in this form

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number:_______________________

This contract entered into this ____ day of ____________ 20___, by ______________________,
hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State
University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises
and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the _____________ to Virginia Tech as set forth
in the Contract Documents.

PERIOD OF CONTRACT: From _________________________ through ________________________.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in
accordance with the contract documents.

CONTRACT DOCUMENT: The Contract Documents shall consist of this signed contract, Request For
Proposal Number __________ dated __________, together with all written modifications thereof and the
proposal submitted by the Contractor dated _________ and the Contractor's letter dated __________, all
of which Contract Documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound
thereby.

Contractor: Virginia Tech
By:___________________________________ By: ___________________________________
Title:__________________________________ Title:__________________________________